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REMARKS

Reconsideration of the above referenced application in view of the enclosed amendments and remarks is requested. Claims 1, 9, 17, 24 and 25 have been amended. Claims 3, 11, 19, and 22 have been cancelled. Claims 1-2, 4-10, 12-17, 21, and 23-25 remain in the application.

ARGUMENT

Claims 1-17, 19 and 20-25 are rejected under 35 USC §103(a) as being unpatentable over Ludwig et al., Patent Application Publication US 2001/0021928 A1 (hereinafter Ludwig) in view of Crawford et al., US Patent 6,502,113 (hereinafter Crawford).

In order to more particularly recite the present invention, independent claims 1, 9, 17, 24 and 25, as currently amended, all now recite the limitations of exchanging key fingerprints (instead of public keys), verifying the electronic contract using the key fingerprints, and wherein the parties enforce authorization of participants to perform elements of the shared business process without the use of a trusted third party.

The Office action cites Ludwig and Crawford as prior art.

Ludwig discloses a transaction authorization method for inter-enterprise role-based authorizations. Ludwig does not teach or suggest that key fingerprints may be exchanged between the parties instead of the parties' public keys. Crawford also does not teach or suggest that key fingerprints may be exchanged between the parties instead of the parties' public keys. Since neither of the cited references teach or suggest this limitation, the references do not teach or suggest independent claims 1, 9, 17, 24 and 25.

Further, Crawford uses an Internet web site to coordinate and monitor negotiations between the parties and resulting changes to the contract as a trusted

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third party. Thus, Crawford teaches away from the independent claims currently presented.

The Applicants do not understand the Examiner's cryptic comment on page 3 of the Office action regarding trusted third parties ("Although the applicant chooses to view the use of the Internet or Crawford's reference to it as a "trusted third party", applicant's specification describes a shared process between two parties over the Internet not as such (see specification p.3)"). In the present invention, the parties set up and implement the shared business process in a secure manner without the use of a trusted third party (such as a certificate authority for example). Instead, authentication is implicit in the relationships set by the parties according to the electronic contract. In contrast, in Crawford, the Internet web site coordinating the negotiation between the parties and the changes to the contract indeed operates as a trusted third party. See Crawford, col. 15 at lines 25-35.

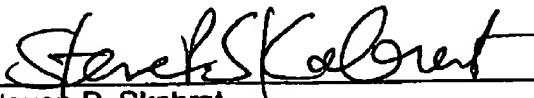
Since neither Ludwig nor Crawford, either alone or in any combination, teach or suggest the newly recited claim limitations of independent claims 1, 9, 17, 24, and 25, therefore these claims are allowable. Since these independent claims are allowable, all remaining claims dependent therefrom are also allowable.

CONCLUSION

In view of the foregoing, Claims 1-2, 4-10, 12-17, 21, and 23-25 are all in condition for allowance. If the Examiner has any questions, the Examiner is invited to contact the undersigned at (503) 264-8074. Early issuance of Notice of Allowance is respectfully requested.

Respectfully submitted,

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